

Applicant/Owner: Kathy Hattaway, Poulos & Bennett, LLC, and John Classe, Reedy Creek Improvement District / Flamingo Crossings, LLC and Reedy Creek Improvement District

Location: Generally described as located east and west of Flamingo Crossings Boulevard, west of SR 429, south of Western Way.

Existing Use: Citrus grove, pasture, and wetlands

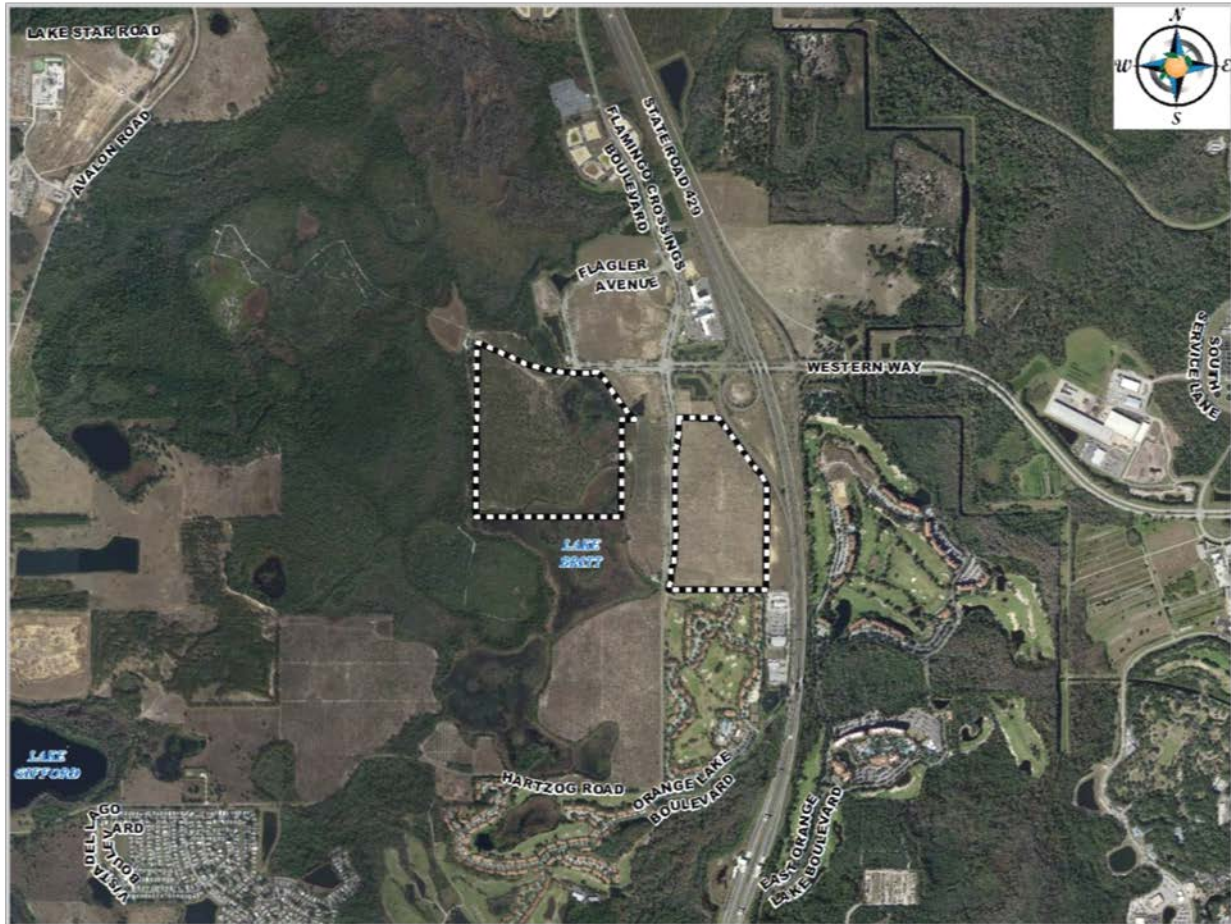
Parcel ID Numbers:
21-24-27-0000-00-003 (portion of), 21-24-27-0000-00-005 (portion of), and 28-24-27-0000-00-001/021

Tract Size: 154.35 gross acres / 121.59 net developable acres

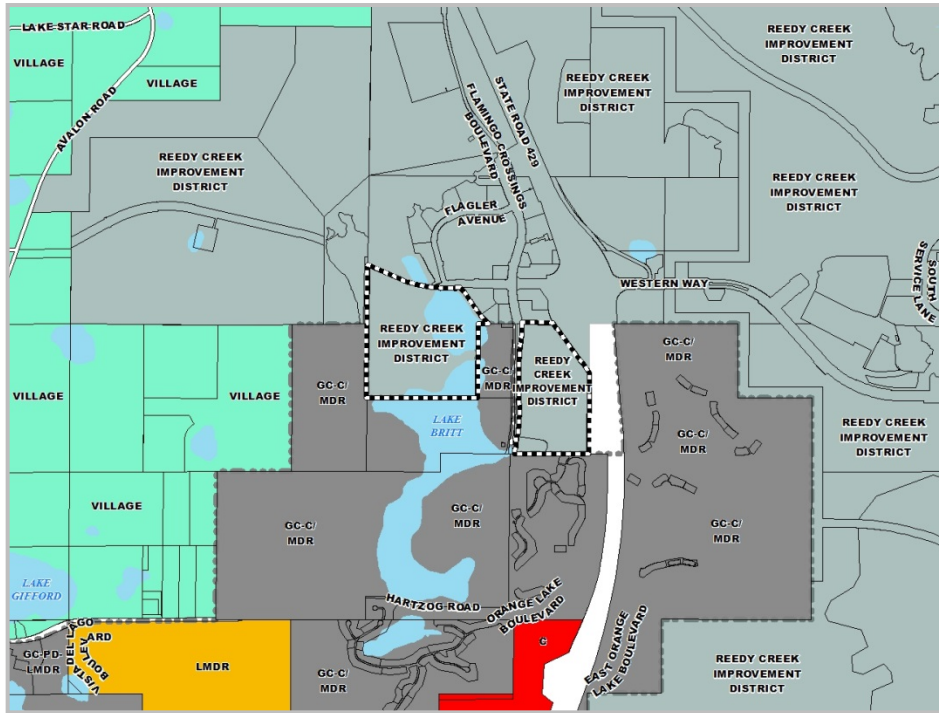
The following meetings and hearings have been held:			Project Information	
Report/Public Hearing		Outcome	<p>Request: East Portion: Reedy Creek Improvement District (RCID)-Mixed Use to Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing) (GC-PD-C/HDR [Temporary Employee Housing]) West Portion: Reedy Creek Improvement District (RCID)-Mixed Use/Conservation to Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing)/Conservation (GC-PD-C/HDR [Temporary Employee Housing])/CONS)</p> <p>Proposed Development Program: Up to 2,600 multi-family employee housing units¹ and 150,000 square feet of C-1 (Retail Commercial District) uses</p> <p>Public Facilities and Services: Please see the Public Facilities & Services Appendix for specific analyses of each public facility.</p> <p>Intergovernmental Coordination: An Interlocal Agreement between Orange County and RCID will be processed concurrently to allow for the deannexation of the property from RCID to Orange County and establish service provisions. An amendment to the RCID/Orange County Water, Wastewater, and Reclaimed Water Service Territorial Agreement is in progress to transfer the property to Orange County Utilities' utility retail service area.</p> <p>Schools: Capacity Enhancement Agreement (CEA) #OC-17-037 was approved on January 9, 2018.</p> <p>Concurrent Rezoning: Rezoning Case LUP-16-04-147 – RCID (Reedy Creek Improvement District) to PD (Planned Development District) (Flamingo Crossings PD/LUP)</p>	
✓	Community meeting held December 9, 2015, with no members of the public in attendance. A second meeting was not required.	Positive		
✓	Staff Report	Recommend Transmittal		
✓	LPA Transmittal June 15, 2017	Recommend Transmittal (8-0)		
✓	BCC Transmittal July 11, 2017	Transmit (6-0)		
✓	State Agency Comments August 2017	No comments were received.		
✓	LPA Adoption December 21, 2017	Recommend Adoption and Approval, subject to twenty-four (24) conditions (8-0)		
	BCC Adoption	January 23, 2018		

¹ Yellow highlighted text indicates significant changes to the development program since this application was approved for transmittal on July 11, 2017. Blue highlighted text indicates changes since the December 21, 2017 LPA hearing.

SITE AERIAL



FUTURE LAND USE - CURRENT



Current Future Land Use:

East Portion: Reedy Creek Improvement District (RCID)-Mixed Use
West Portion: Reedy Creek Improvement District (RCID)-Mixed Use/Conservation

Special Area Information

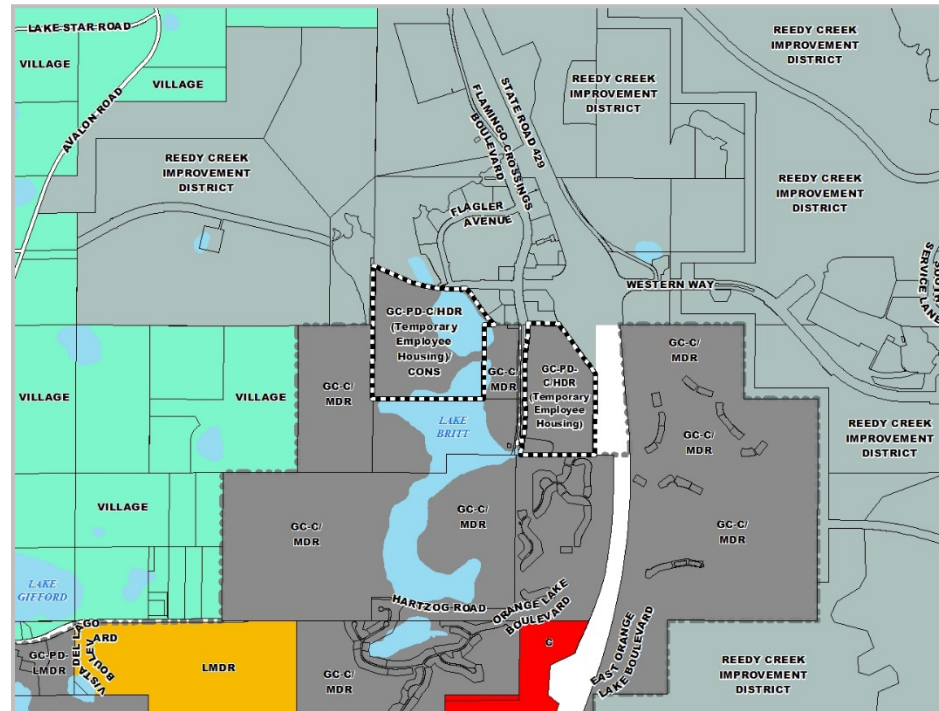
JPA: An Interlocal Agreement between Orange County and RCID will be required to allow for the deannexation of the property from RCID.

Overlay District: N/A

Rural Settlement: N/A

Airport Noise Zone: N/A

FUTURE LAND USE – PROPOSED

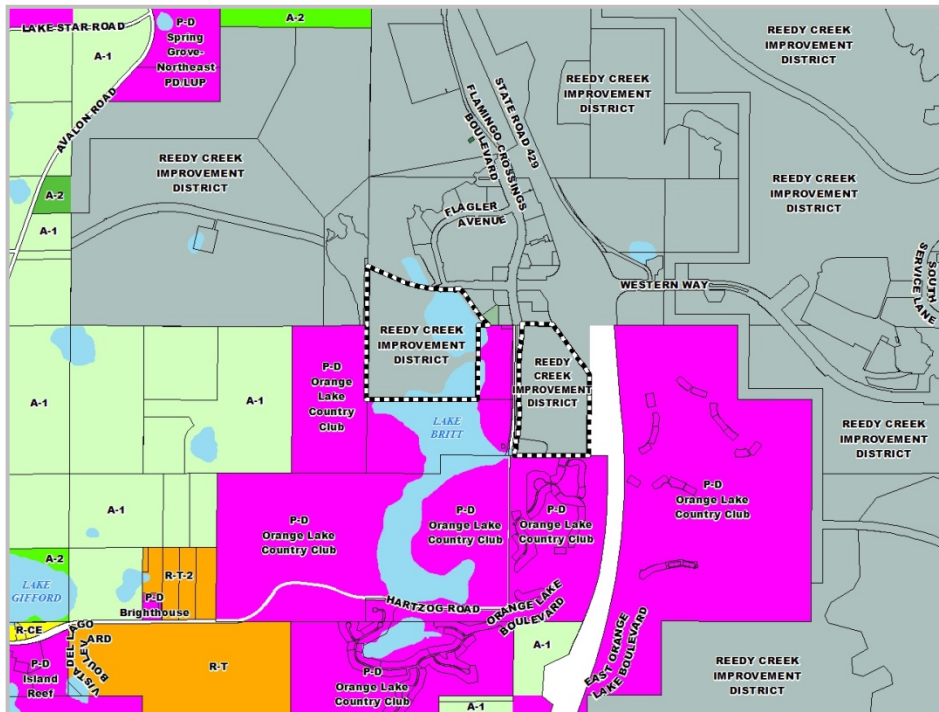


Proposed Future Land Use:

East Portion: Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing) (GC-PD-C/HDR [Temporary Employee Housing])

West Portion: Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing)/Conservation (GC-PD-C/HDR [Temporary Employee Housing]/CONS)

ZONING - CURRENT



Zoning:

Reedy Creek Improvement District (RCID)

Existing Uses:

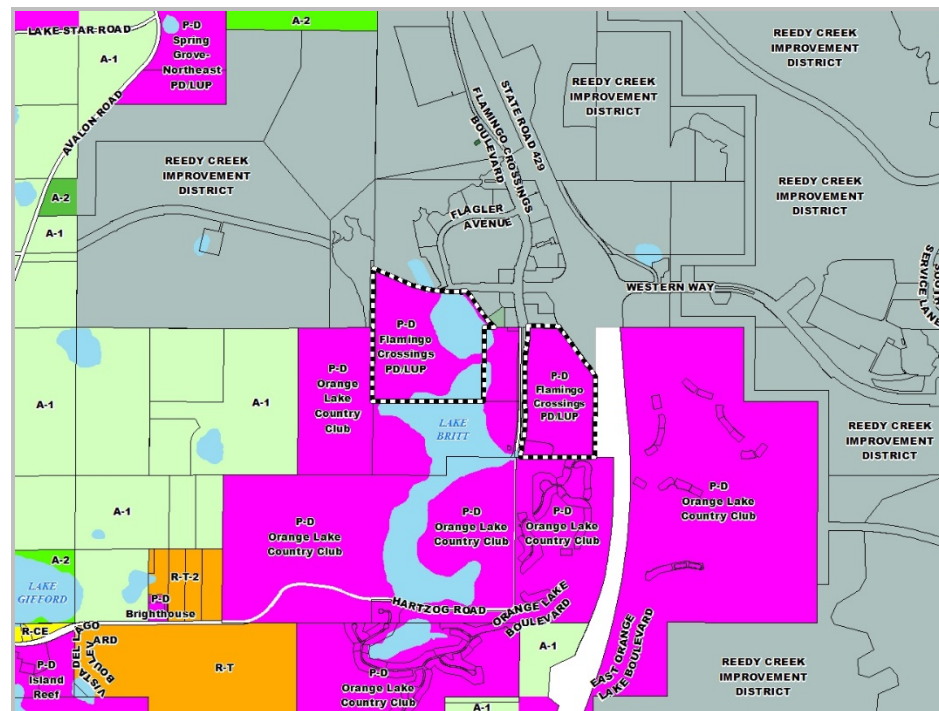
N: Flamingo Crossings hotel/retail development (RCID) – under construction

S: Orange Lake Country Club (timeshare/short-term rental resort) and Lake Britt

E: State Road 429 and Orange Lake Country Club

W: Wetlands (RCID) and Orange Lake Country Club

ZONING – PROPOSED



Proposed Zoning:

PD (Planned Development District)
(Flamingo Crossings PD/LUP)

Staff Recommendations

If the requested Future Land Use Map Amendment is approved, the Board will then take action on the requested rezoning. These items must be addressed as two separate motions by the Board. Below are the staff recommendations for each item.

1. **FUTURE LAND USE MAP AMENDMENT:** Make a finding of **consistency** with the Comprehensive Plan (see Housing Element Objective H1.1, Future Land Use Element Objectives FLU2.2 and FLU8.2, and Policies FLU1.1.1, FLU1.1.2.A, FLU1.1.4.F, FLU1.4.4, FLU1.4.7, FLU7.4.1, FLU7.4.4, FLU7.4.6, and FLU8.2.1; and Conservation Element Objective C1.4 and Policy C1.4.1), determine that the amendment is in compliance, and **ADOPT** Amendment 2017-2-A-1-2 (fka 2016-1-A-1-6), Reedy Creek Improvement District (RCID)-Mixed Use (east portion) and Reedy Creek Improvement District (RCID)-Mixed Use/Conservation (west portion) to Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing) (GC-PD-C/HDR [Temporary Employee Housing]) (east portion) and Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing/Conservation (GC-PD-C/HDR [Temporary Employee Housing]/CONS) (west portion).
2. **REZONING** (December 6, 2017, DRC Recommendation): Make a finding of consistency with the Comprehensive Plan and **APPROVE** Case LUP-16-04-147, Flamingo Crossings Planned Development/Land Use Plan (PD/LUP), subject to the following twenty-four (24) conditions:
 1. Development shall conform to the Flamingo Crossings Planned Development/Land Use Plan (PD/LUP) dated "Received December 6, 2017," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received December 6, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.
 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or

authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/Applicant acknowledges and understands that any such changes are solely the Developer's/Applicant's obligation and responsibility to disclose and resolve, and that the Developer's/Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner/Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner/Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. The following Education Conditions of Approval shall apply:
 - a) Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board [and Orange County] as of January 9, 2018.
 - b) Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the zero (0) residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.

- c) Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
 - d) Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
 - e) Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Orange County Public Schools review shall be required if this project converts from intern program housing to market rate housing; such school review will determine the need for the Developer to enter into an additional Capacity Enhancement Agreement with the Orange County School Board for the market rate housing.
- 7. A current Phase One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal and must be approved prior to Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) approval for any streets and/or tracts anticipated to be dedicated to the County and/or to the perpetual use of the public.
 - 8. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
 - 9. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
 - 10. The Developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities subject to County rate resolutions and ordinances.
 - 11. A Master Utility Plan (MUP) for the PD shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
 - 12. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). The updated MUP shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.
 - 13. The territorial and wholesale service agreements between Orange County and Reedy Creek Improvement District must be approved by the BCC prior to construction plan approval.
 - 14. Outside sales, storage, and display shall be prohibited.

15. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
16. The Applicant(s) shall be required at their expense to install a traffic signal at C.R. 545 and Western Way at the time Western Way is open to traffic between C.R. 545 and S.R. 429. A traffic impact analysis study shall be submitted with the first development plan submittal.
17. This project shall not commingle internship participants and employees within the same multi-family building. Short-term rental other than internship participants and employees is prohibited.
18. A waiver from Orange County Code Section 38-1230(a) is granted to allow vehicle parking areas to be located within seven hundred fifty (750) feet of the uses they serve, in lieu of one hundred fifty (150) feet.
19. A waiver from Orange County Code Section 38-1254(1) is granted to maintain a minimum PD perimeter building setback of twenty-five (25) feet for all structures, in lieu of an increased setback for structures in excess of two (2) stories.
20. A waiver from Orange County Code Section 38-1254(2)(d) is granted to allow a minimum expressway setback of thirty (30) feet, in lieu of seventy-five (75) feet.
21. A waiver from Orange County Code Section 38-1258(d) is granted to allow a maximum building height for multi-family residential structures of five (5) stories/sixty (60) feet, in lieu of three (3) stories/forty (40) feet.
22. A waiver from Orange County Code Section 38-1258(j) is granted to allow for a minimum building separation of twenty (20) feet, in lieu of the required increased separation based on building stories.
23. A waiver from Orange County Code Section 24-4(a)(2)a-b is granted to allow a 0-foot paving setback between internal lot lines within the development, in lieu of providing a landscape buffer a minimum of seven (7) feet in width.
24. A waiver from Orange County Code Section 24-5(a)(3) is granted to allow a Type C, opaque buffer to be a minimum of three (3) feet in height and a minimum of five (5) feet wide, in lieu of a height of at least six (6) feet and a minimum of fifteen (15) feet wide.

Analysis

1. Background and Development Program

The applicants, Kathy Hattaway and John Classe, are seeking to change the Future Land Use Map (FLUM) designation of the 154.35-acre subject property, presently located within the Reedy Creek Improvement District (RCID), to allow for the development of a mixed-use project within unincorporated Orange County featuring up to 2,600 multi-family dwelling units and 150,000 square feet of commercial space, with uses restricted to those permitted in the C-1 (Retail Commercial) zoning district. As stated in the application package, the residential component of this project is primarily intended to serve Disney College Program and International Program participants for the duration of their internships, ranging from three to fifteen months, and to house support staff responsible for the operation and maintenance of the multi-family community. Ancillary amenities and education and training space—including classrooms, meeting rooms, a greeting center, and recreation facilities—are also proposed for the residential portion of the project. In the event all units are not occupied by interns or support staff, the applicants wish to allow for the leasing of any

remaining apartments to other Walt Disney World cast members or employees of Walt Disney World Operating Participant businesses, with the leasing period not to exceed twelve months. As noted by the applicants, a prohibition will be placed on the commingling of internship participants and onsite support staff with other employees within the same building, and the occupancy of multi-family units by individuals not associated with the Disney College Program or International Program will be monitored and reported on an annual basis.

The site is comprised of two undeveloped tracts of land, as shown on the aerial photograph in this report. The 60.77-acre east parcel consists of a former citrus grove, now used as grazing land for cattle, and a 3.42-acre stormwater retention pond, owned and maintained by RCID. The 93.58-acre west parcel encompasses a citrus grove and 32.76 acres of wetlands and surface water, presently covered by a conservation easement deeded to the South Florida Water Management District, recorded in Official Records Book 9630, Page 3791 of the Public Records of Orange County. As the subject property is bounded to the south, east, and west by land within the U.S. 192 Growth Center boundary, as illustrated on the Future Land Use Map, the applicants are proposing to incorporate both parcels into the Growth Center, requesting a future land use designation of Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing) (GC-PD-C/HDR [Temporary Employee Housing]) for the east parcel and Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing)/Conservation (GC-PD-C/HDR [Temporary Employee Housing]/CONS) for the west parcel.

If the proposed amendment is adopted, the subject property will be deannexed from RCID following the amendment's effective date. In conjunction with this application, the Board of County Commissioners (BCC) will consider an Interlocal Agreement between Orange County and RCID, included as an attachment to this staff report, to allow for this deannexation and to establish service provisions for the project. In addition, the BCC will hear Rezoning Case LUP-16-04-147, a request to create the Flamingo Crossings PD, incorporating the proposed development program. On December 6, 2017, the Orange County Development Review Committee (DRC) recommended approval of the Flamingo Crossings PD Land Use Plan (LUP), subject to the twenty-four (24) conditions listed above.

Staff notes that the current RCID/Orange County Water, Wastewater, and Reclaimed Water Service Territorial Agreement will be amended to guarantee adequate utility service for the development. The BCC will consider the updated agreement at a future date.

As discussed previously, the residential component of this project is intended to house Disney College Program and International Program participants and onsite support staff. However, as the applicants are proposing to allow other Walt Disney World cast members or employees of Walt Disney World Operating Participant businesses to occupy unfilled units, Orange County Public Schools (OCPS) is requiring the developer to enter into a Capacity Enhancement Agreement (CEA) with the Orange County School Board, with an opportunity to amend or terminate the agreement at a later date based on the results of an Alternative School Impact Fee Study. CEA #OC-037 was approved by the School Board on January 9, 2018.

If this requested amendment is adopted, the proposed development program will be incorporated into Future Land Use Element Policy FLU8.1.4, which records the maximum densities and intensities for Planned Development (PD) future land use designations adopted subsequent to January 1, 2007. The project's entry in this policy would be as shown in the following table:

FLU8.1.4

Amendment Number	Adopted FLUM Designation	Maximum Density/Intensity	Ordinance Number
2017-2-A-1-2 (fka 2016-1-A-1-6) Flamingo Crossings	East Portion: Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing) (GC-PD-C/HDR [Temporary Employee Housing]) West Portion: Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing)/Conservation (GC-PD-C/HDR [Temporary Employee Housing]/CONS)	2,600 multi-family employee housing units and 150,000 square feet of C-1 (Retail Commercial District) uses	2018-xx

2. Project Analysis

Consistency

The proposed FLUM amendment and concurrent rezoning request appear to be **consistent** with the applicable Goals, Objectives, and Policies of the Comprehensive Plan.

As noted above, the subject property is bordered to the south, east, and west by land within the U.S. 192 Growth Center, an area characterized by a mix of tourist-oriented commercial activity—including the abutting Orange Lake Country Club timeshare/short-term rental resort—and existing and planned residential development featuring a variety of housing types, ranging from conventional single-family subdivisions to manufactured home communities. The site also lies in the immediate vicinity of the numerous hotels, tourist attractions, restaurants, and retail establishments lining the U.S. 192 corridor. It is staff's belief that the proposed expansion of the U.S. 192 Growth Center to accommodate the 154.35-acre property and the desired maximum development program of 2,600 multi-family employee housing units and 150,000 square feet of supporting commercial uses are consistent with **Future Land Use Element Objective OBJ FLU2.2**, which establishes that Orange County shall develop, adopt, and implement mixed-use strategies and incentives as part of its comprehensive plan and land development code efforts, including standards for determining consistency with the Future Land Use Map. Other objectives of mixed-use development include reducing trip lengths, providing for diverse housing types, using infrastructure efficiently, and promoting a sense of community.

As stated in **Future Land Use Element Policy FLU1.1.4.F**, Growth Centers are a future land use designation implemented through Joint Planning Area agreements with an outside jurisdiction. These agreements provide at a minimum that the County will not incur initial capital costs for utilities. The applicants are currently coordinating with staff on the previously-mentioned Interlocal Agreement between Orange County and RCID to allow for the contraction of the subject property from RCID and to establish service provisions for the mixed-use project. As stipulated in **Future Land Use Element Policy FLU7.4.1**, the creation of new or extensions of existing Growth Centers shall only be accomplished via an amendment to the Comprehensive Plan, pursuant to Chapter 163, Florida Statutes, and through a Joint Planning Area agreement or Service agreement to ensure the provision of all necessary public facilities and services. The application states that utilities installed

by RCID are already in place to serve the east parcel, with water, sewer, reuse, electric, and data lines located within the Flamingo Crossings Boulevard right-of-way. RCID's extension of Western Way from its current point of terminus west to intersect with Avalon Road (County Road 545) is also presently underway. This improvement will provide both access and utilities to serve the west parcel. Orange County Utilities (OCU) has informed staff that the existing RCID/Orange County Water, Wastewater, and Reclaimed Water Service Territorial Agreement will be amended to transfer the subject property to OCU's utility retail service area. OCU and RCID will be entering into a wholesale agreement for RCID to provide, during the initial years, the required treatment and transmission capacity needed by OCU to ultimately assume responsibility for supplying retail utility service to the mixed-use project. As mandated by PD Condition of Approval (COA) #13, the territorial and wholesale service agreements between Orange County and RCID must be approved by the BCC prior to construction plan approval.

Staff finds the requested Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing) (GC-PD-C/HDR [Temporary Employee Housing]) designation for the 60.77-acre east parcel and the Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing)/Conservation (GC-PD-C/HDR [Temporary Employee Housing]/CONS) classification for the 93.58-acre west parcel consistent with **Future Land Use Element Policy FLU1.1.1**, which stipulates that urban uses shall be concentrated within the Urban Service Area, except as specified for the Horizon West Village and Innovation Way Overlay (Scenario 5), Growth Centers, and to a limited extent, Rural Settlements. Given the availability of utilities and the planned improvements to the area transportation network, including the extension of Western Way to the north and the realignment and widening of Hartzog Road to the south from Flamingo Crossings Boulevard to Avalon Road (to be partially funded by area developers), these requested designations are likewise consistent with **Future Land Use Element Policy FLU7.4.4**, which states that urban intensities shall be permitted in designated Growth Centers when urban services are available from other sources as approved by Orange County, consistent with the appropriate policies of the Comprehensive Plan.

In accordance with **Future Land Use Element Policy FLU1.1.2.A**, the applicant have established the maximum desired development program for the residential component of the project, proposing up to 2,600 multi-family units under the "urban-scale" High Density Residential (HDR) future land use designation, which allows single- and multi-family residential development at a maximum density of fifty (50) dwelling units per net acre. Staff finds the requested HDR designation appropriate for this site, due to the employee housing nature of the multi-family units and the property's proximity to Walt Disney World, as well as nearby development within the U.S. 192 Growth Center, including the neighboring Orange Lake Country Club resort.

With respect to the commercial element of the project, the construction of up to 150,000 square feet of commercial space under the requested Commercial (C) future land use designation would be consistent with **Future Land Use Element Policy FLU1.4.7**, which states that commercial activity larger than the Neighborhood Center size (20,000 to 40,000 square feet) shall be limited to the Urban Service Area and Growth Centers. As stated on the PD Land Use Plan, C-1 (Neighborhood Commercial District) uses are proposed for those portions of the east and west parcels fronting Flamingo Crossings Boulevard and Western Way and are intended to serve the employee housing units, as well as nearby neighborhoods and employment centers. The applicants note that the commercial sections of the project will be designed to avoid encroachment into the residential areas and will incorporate design and development standards to further protect the residential units from any adverse impacts. These standards are established on the PD Land Use Plan and will be further refined during the subsequent Development Plan (DP) stage of the project.

As stated earlier, the 32.76 acres of wetland identified on the west parcel, consistent with the boundaries of Lake Britt, are Class I wetlands. These wetlands are presently located within a recorded conservation easement deeded to the South Florida Water Management District, and include an upland buffer with an average width of fifteen (15) feet. For this reason, the Conservation future land use designation, consistent with its current designation within RCID's jurisdiction, is proposed for the west parcel to ensure consistency with **Conservation Element Objective C1.4**, which mandates that Orange County shall protect identified wetland areas and existing native wildlife, and **Policy C1.4.1**, which requires the County to continue the adoption of regulations that protect and conserve wetlands and include criteria for identifying their significance. The applicant notes that a small portion of a wetland, corresponding to the Class III wetland classification in the Comprehensive Plan, clips the northern edge of the property, 0.14 acres of which is proposed for removal with this development, for which the attainment of a Conservation Area Impact (CAI) Permit may be necessary.

As noted previously, the subject property is situated in an area characterized by a variety of existing and planned housing types, including single-family detached homes, townhomes, and manufactured homes. The proposed FLUM Amendment and associated residential development program are consistent with Orange County's commitment to ensuring that sufficient land is available to meet the identified housing needs of its present and future residents. The prospective developer's intent to construct up to 2,600 multi-family employee housing units is consistent with **Housing Element Objective H1.1**, which states that Orange County will support private sector housing production capacity sufficient to meet current and anticipated housing needs. As stated in the application, it is the developer's intent to provide a high-quality living environment in close proximity to one of the County's largest employers, as well as offering transportation to and from work, thereby dramatically reducing the transportation impact of the project and lessening the financial burden on its residents. It is staff's belief that the proposed multi-family project would contribute to the mix of available housing options in an area of the County deemed appropriate for urban uses, as set forth in **Future Land Use Element Policy FLU1.1.1**.

Compatibility

The proposed FLUM amendment and associated rezoning request appear to be **compatible** with the development trend of the surrounding area. **Future Land Use Element Objective FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions, while **Policy FLU8.2.1** requires land use changes to be compatible with the existing development pattern and development trend of the area. The nature of the proposed mixed-use project is consistent with its location in proximity to Disney property, including the Flamingo Crossings hotel/retail development presently under construction immediately north of the subject site, as well as nearby development within the U.S. 192 Growth Center. It is the applicants' intent that both the density and the massing and scale of the proposed residential and commercial components of the project will offer a consistent transition to development in the surrounding area.

It is staff's belief that the project would contribute to the County's larger goals of promoting compact urban form consistent with the County's Growth Center Policies, providing for a range of living options, efficiently using existing and planned infrastructure, reducing trip lengths, and ensuring the protection of environmentally-sensitive land. Staff, therefore, recommends approval of the two applications.

Division Comments: Environmental, Public Facilities, and Services

Environmental. As stated in the application package, the subject property was included in the 2015

update to the original 1992 long-term environmental permits issued to the Reedy Creek Improvement District and Disney-owned companies governing environmental mitigation requirements for development of the property.

The portion of the subject property identified as the “west parcel” contains several jurisdictional wetlands, including portions of the W80.47, W80.46 and W-FE wetlands. A total of 32.76 acres of Class I wetlands are requested in this application to be identified with a *Conservation* overlay designation in the Orange County Future Land Use Map; specifically those portions of W80.46 and W-FE included within the western parcel boundary, which coincide with the boundaries of Lake Britt.

The central portion of W80.46 is classified by the National Wetlands Inventory as a PUBH Category wetland (Palustrine-Unconsolidated Bottom-Permanently Flooded). The remainder of W80.46 and W-FE are classified as PAB3H Category wetlands (Palustrine-Aquatic Bed-Rooted Vascular-Permanently Flooded).

The wetland areas within the west parcel are subject to the following environmental permits:

- U.S. Army Corps of Engineers permit SAJ-1991-01901 (SP-TSD) issued on November 18, 2015, which addresses the approval to impact certain ACOE jurisdictional wetlands, as amended and modified.
- South Florida Water Management District Conceptual permit 48-00714-P, modified on October 19, 2015, which addressed the approval to impact certain SFWMD jurisdictional wetlands, as amended and modified.

The application further notes that a listed species survey was conducted on the subject property during the update to the original 1992 long-term environmental permits issued for Disney property. The subject properties are subject to the following environmental permits:

- U.S. Fish and Wildlife Service permit (FWS Log No. 04EF1000-2016-F-0025) issued on November 4, 2015, which addresses the approval to take gopher tortoises and their burrows.
- Florida Fish and Wildlife Conservation Commission permit (Permit LSIT-16-00009) issued on August 9, 2016, which addresses the approval to take Florida burrowing owl, southeastern American kestrel, Florida sandhill crane, short-tailed snake, Sherman’s fox squirrel, Florida pine snake, gopher frog, and the Florida mouse.
- Florida Fish and Wildlife Conservation Commission permit (Permit GTC-17-00024) issued on February 1, 2017, is related to Gopher Tortoise conservation. An amendment to the Gopher Tortoise Incidental Take Permit ORA-268 was issued on February 3, 2017. An amendment to the Gopher Tortoise Incidental Take Permit OSC-004 was also issued on February 3, 2017.
- U.S. Fish and Wildlife Service permit (FWS Lo No. 04EF1000-2016-F-0025) was issued on November 4, 2015, (Biological Opinion Sand Skink).

The environmental comments provided by the Orange County Environmental Protection Division (EPD) state that the subject site may be subject to additional County review and approval processes. EPD notes that the property had a previous agricultural land use that may have resulted in soil or groundwater contamination due to spillage of petroleum products, fertilizers, pesticides, or herbicides. Prior to platting, demolition, site clearing, grading, grubbing, or review of mass grading or construction plans, the applicant shall provide documentation to EPD and the Development Engineering Division to ensure compliance with Florida Department of Environmental Protection

(FDEP) Regulation 62-777, Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations.

EPD has further noted that per Conservation Element Policy C1.4.9, an upland buffer of a minimum of 25 feet is recommended for all Class I, II, and III wetland systems unless scientific data dictate a larger or smaller buffer based on wetland function or local conditions.

Transportation. Under the subject property's present RCID-Mixed Use and RCID-Mixed Use/Conservation future land use designations, approximately 2,835 hotel rooms and 110,500 square feet of commercial space could potentially be developed. The applicant is now requesting approval to develop a mixed-use project within unincorporated Orange County featuring up to 2,600 multi-family employee housing units and 150,000 square feet of commercial space. The Transportation Planning Division has informed staff that while the applicant has provided a traffic analysis in support of the proposed amendment, the trip generation calculations could not be verified. A revised traffic study is, therefore, requested for review and approval by the Transportation Planning Division.

The Transportation Planning Division's analysis of existing conditions revealed that based on the Concurrency Management Database dated June 7, 2017, there is one failing roadway within the project's impact area. Avalon Road from US 192 to Seidel Road is currently operating at Level of Service F, and there is no available capacity. This segment is planned to be widened to four lanes and is included in the County's Ten-Year Improvement Plan. Planned or programmed roadway improvements within the project's impact area are as follows:

- Avalon Road – Planned roadway improvement to widen to four lanes from US 192 to SR 50. This project is included in the County's ten-year roadway program.
- Hartzog Road – This roadway is planned for realignment and widening to four lanes from Flamingo Crossings Boulevard to Avalon Road. Roadway improvements will be done by area developers.

The Hartzog Road Right-of-Way Agreement was approved by the BCC on June 3, 2008, and recorded in OR Book/Page 9712/4850. This agreement follows two prior agreements and realigns Hartzog Road through the Developer's properties to CR 545 (Avalon Road) north of the previously-contemplated alignment. Under the terms of the agreement, the Developers will dedicate right-of-way for the realigned Hartzog Road, design the roadway for a four-lane road, and then construct the first two lanes of the roadway. Road impact fee credits will be provided for the design and construction of the portion of the road beyond the first two lanes. The owners shall also receive a certain number of vested trips for participation in the roadway agreement. Currently the design is complete; however, no right-of-way has been dedicated to date, and construction has not begun.

Final permitting of any development on this site will be subject to further review and approval by the Orange County Development Review Committee (DRC), as well as an assessment of roadway capacity constraints based on the County's Transportation Concurrency Management System. The developer will be required to mitigate any transportation deficiencies. To ensure that there are no revisions to the proposed development beyond the analyzed use, the land use will be noted on the County's Future Land Use Map and/or as a text amendment to the Comprehensive Plan.

Utilities. Reedy Creek Improvement District (RCID) is the current utility retail service provider of water, wastewater, and reclaimed water for the subject parcels, and RCID has the required treatment and transmission capacity to serve those parcels. RCID and Orange County Utilities (OCU)

are amending the RCID/Orange County Water, Wastewater, and Reclaimed Water Service Territorial Agreement to transfer these parcels to OCU's utility retail service area. In conjunction with this amendment, OCU and RCID are entering into a wholesale agreement for RCID to provide, during the initial years, the required treatment and transmission capacity needed by OCU to provide retail utility service to this area.

Schools. Per Orange County Public Schools (OCPS), the developer shall be required to enter into a Capacity Enhancement Agreement (CEA) with the Orange County School Board, with an opportunity to amend or terminate the agreement at a later date based on the results of an Alternative School Impact Fee Study. CEA #OC-037 was approved by the School Board on January 9, 2018.

Analysis – Rezoning

GENERAL INFORMATION

APPLICANT	Kathy Hattaway, Poulos & Bennett, LLC
OWNERS	Flamingo Crossings, LLC and Reedy Creek Improvement District
PROJECT NAME	Flamingo Crossings Planned Development (PD)
HEARING TYPE	Planned Development / Land Use Plan (PD / LUP)
REQUEST	RCID (Reedy Creek Improvement District) to PD (Planned Development District)

A request to rezone four (4) parcels containing 154.08 gross acres from RCID to PD, in order to construct up to 2,600 multi-family residential dwelling units and 150,000 square feet of commercial space.

The multi-family units are primarily for Disney College and International Program participants for the duration of their internships of 3 to 15 months and for the on-site operator of such multi-family units. Any remaining units are proposed to be leased for a maximum of 12 months to Walt Disney World employees and/or employees of Walt Disney World Operating Participant businesses. The residential units for "Participants" and "Employees" will be segregated by building, and the utilization of buildings for "Employees" will be monitored and reported on an annual basis.

The request also includes the following waivers from the Orange County Code:

1. A waiver from Section 38-1230(a) to allow vehicle parking areas to be located within seven hundred fifty (750) feet of the uses they serve, in lieu of one hundred fifty (150) feet.
2. A waiver from Section 38-1254(1) to maintain a minimum PD perimeter building setback of twenty-five (25) feet for all structures, in lieu of an increased setback for structures in excess of two (2) stories.

3. A waiver from Section 38-1254(2)(d) to allow a minimum expressway setback of thirty (30) feet, in lieu of seventy-five (75) feet.
4. A waiver from Section 38-1258(d) to allow a maximum building height for multi-family residential structures of five (5) stories / sixty (60) feet, in lieu of three (3) stories / forty (40) feet.
5. A waiver from Section 38-1258(j) to allow for a minimum building separation of twenty (20) feet, in lieu of the required increased separation based on building stories.
6. A waiver from Section 24-4(a)(2)a-b to allow a 0-foot paving setback between internal lot lines within the development, in lieu of providing a landscape buffer a minimum of seven (7) feet in width.
7. A waiver from Section 24-5(a)(3) to allow a Type C, opaque buffer to be a minimum of three (3) feet in height and a minimum of five (5) feet wide, in lieu of a height of at least six (6) feet and a minimum of fifteen (15) feet wide.

LOCATION	12831, 12840 & 13325 Flamingo Crossings Boulevard; or generally east and west of Flamingo Crossings Boulevard, west of S.R. 429, and south of Western Way
PARCEL ID NUMBERS	21-24-27-0000-00-003 (portion); 21-24-27-0000-00-005 (portion); 28-24-27-0000-00-001; 28-24-27-0000-00-021
TRACT SIZE	154.08 acres
PROPOSED USE	Commercial and multi-family residential

IMPACT ANALYSIS

Land Use Compatibility

The applicant is seeking to rezone the subject parcels from RCID (Reedy Creek Improvement District) to PD (Planned Development District) in order to construct up to 2,600 multi-family residential dwelling units and 150,000 square feet of commercial space. The applicant is also seeking approval of seven (7) waivers addressing building height, PD perimeter building setbacks, building separation, paving setbacks, buffer height and width, expressway setback, and parking location to allow for a compact, urban site development.

The multi-family units are primarily for Disney College and International Program participants for the duration of their internships of 3 to 15 months, and for the on-site operator of such multi-family units. Any remaining units are proposed to be leased for a maximum of 12 months to Walt Disney World employees and/or employees of Walt Disney World Operating Participant businesses.

The residential units for “Participants” and “Employees” will be segregated by building, and the utilization of buildings for “Employees” will be monitored and reported on an annual basis.

The proposed development program is compatible with existing development in the area, and

would not adversely impact any adjacent properties.

Comprehensive Plan (CP) Consistency

The subject property is currently designated Reedy Creek Improvement District (RCID)-Mixed Use (RCID-MU) and Reedy Creek Improvement District (RCID)-Mixed Use/Conservation (RCID-MU/CONS) on the adopted RCID Future Land Use Map (FLUM) and is located within the jurisdiction of the Reedy Creek Improvement District. However, through concurrent FLUM Amendment #2017-2-A-1-2, the applicant is seeking to change the FLUM designation to Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing) (GC-PD-C/HDR [Temporary Employee Housing]) and Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing)/Conservation (GC-PD-C/HDR [Temporary Employee Housing] / CONS).

An Interlocal Agreement between Orange County and RCID is being processed in conjunction with the proposed CP Amendment to allow for the deannexation of the subject property from RCID into Orange County's jurisdiction and establish service provisions for the project.

Amendment 2017-2-A-1-2 is tentatively scheduled for a Board of County Commissioners adoption public hearing on January 23, 2018. Staff has determined that the proposed rezoning is consistent with the requested FLUM designations and all other applicable CP provisions. These provisions include, but are not limited to, the following:

FLU1.1.1 states that Growth Centers are locations specified for urban uses.

FLU1.4.1 states that Orange County shall promote a range of living environments.

FLU1.4.7 states that commercial activity larger than the Neighborhood Center size shall be limited to the Urban Service Area and Growth Centers.

OBJ FLU2.2 states that Orange County shall implement mixed-use strategies.

FLU7.4.6 states that all new development within a Growth Center must apply for Planned Development zoning.

OBJ FLU8.2 states that compatibility will be the fundamental consideration in all land use and zoning decisions.

Community Meeting Summary

A community meeting for the proposed CP Amendment was held on December 9, 2015, at Bridgewater Middle School. Twenty (20) notices were sent to surrounding property owners; however, no residents attended the meeting.

SITE DATA

Existing Use	Citrus Grove / Pasture / Wetlands
Adjacent Zoning	N: RCID (Reedy Creek Improvement District)
	E: PD (Planned Development District – Orange Lake Country Club) (1991/2005);
	A-1 (Citrus Rural District) (1957)
	No Zoning (S.R. 429 Right-of-Way)

Adjacent Land Uses	W:	PD (Planned Development District – Orange Lake Country Club) (2004) and RCID (Reedy Creek Improvement District)
	S:	PD (Planned Development District – Orange Lake Country Club) (1995/2005)
	N:	Flamingo Crossings hotel/retail development (RCID)
	E:	State Road 429 & Orange Lake Country Club golf course/resort residential
	W:	Wetlands
	S:	Orange Lake Country Club golf course/resort residential and wetlands

APPLICABLE PD DEVELOPMENT STANDARDS

PD Perimeter Setback	25 feet
Maximum Building Height:	Multi-family: 5 stories / 60 feet (per proposed waiver) Commercial: 50 feet (35 feet within 100 feet of residential external to project)
Minimum Lot Size:	6,000 square feet
Minimum Living Area:	500 Square Feet (under HVAC)
<u>Minimum Building Setbacks</u>	
From Flamingo Crossings Bv:	30 feet (commercial) / 35 feet (multi-family)
From Western Way:	40 feet (commercial) / 50 feet (multi-family)
From SR 429:	30 feet (per proposed waiver)

SPECIAL INFORMATION

Subject Property Analysis

The applicant is seeking to rezone the subject parcels from RCIE (Reedy Creek Improvement District) to PD (Planned Development District) in order to construct up to 2,600 multi-family residential dwelling units and 150,000 square feet of commercial space. The applicants are also seeking approval of seven (7) waivers addressing building height, PD perimeter building setbacks, building separation, paving setbacks, buffer height and width, expressway setback, and parking location to allow for a compact, urban site development.

Comprehensive Plan (CP) Amendment

The subject property is currently designated Reedy Creek Improvement District (RCID)-Mixed Use (RCID-MU) and Reedy Creek Improvement District (RCID)-Mixed Use/Conservation (RCID-MU/CONS) on the adopted RCID Future Land Use Map (FLUM) and is located within the jurisdiction of the Reedy Creek Improvement District. However, through concurrent FLUM Amendment #2017-2-A-1-2, the applicant is seeking to change the FLUM designation to Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing) (GC-PD-C/HDR [Temporary Employee Housing]) and Growth Center-Planned Development-Commercial/High Density Residential

(Temporary Employee Housing)/Conservation (GC-PD-C/HDR [Temporary Employee Housing])/CONS). Amendment 2017-2-A-1-2 is scheduled for a Board of County Commissioners adoption public hearing on January 23, 2018. Staff has determined that the proposed rezoning is consistent with the requested FLUM designations and all other applicable CP provisions.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

An Interlocal Agreement between Orange County and RCID is being processed in conjunction with the proposed CP Amendment to allow for the deannexation of the subject property from RCID into Orange County's jurisdiction and establish service provisions for the project.

Overlay District Ordinance

The subject property is not located in an overlay district.

Environmental

Wetland Permits - There are wetlands and surface waters located onsite, including a portion of Lake Britt. The applicant shall satisfy Orange County's wetland permitting requirements, in addition to any state or federal wetland permits. Prior to submitting a Preliminary Subdivision Plan (PSP) or Development Plan (DP), the Environmental Protection Division (EPD) will require a completed Conservation Area Determination (CAD) and if encroachments are proposed, a Conservation Area Impact (CAI) Permit, consistent with Chapter 15, Article X, Wetland Conservation Areas. Approval of this plan does not authorize any direct or indirect impacts to conservation areas or protective buffers.

Class I Wetlands - The removal, alteration or encroachment within a Class I Conservation Area shall only be allowed in cases where no other feasible or practical alternatives exist, impacts are unavoidable to allow a reasonable use of the land, or where there is an overriding public benefit, as determined before the Orange County Board of County Commissioners.

Conservation Features - The applicant is responsible for addressing any adverse impacts, including secondary impacts, to surface waters, wetlands, or conservation areas that may occur as a result of development of the site. Protective measures include, but are not limited to, a 25-foot average undisturbed upland buffer along the wetland boundary, signage, pollution abatement swales, split rail fence, retaining wall, or native plantings adjacent to the wetlands. The developer shall show the measures employed to prevent adverse impacts in all PSP/DP and permit applications.

Potential Contamination - The subject properties had a prior agricultural land use that may have resulted in soil or groundwater contamination due to spillage of petroleum products, fertilizer, pesticide, or herbicide. Prior to the earlier of platting, demolition, site clearing, grading, grubbing, review of mass grading, or construction plans, the applicant shall provide documentation to ensure compliance with Florida Department of Environmental Protection (FDEP) Regulation 62-777, Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations, to the Orange County Environmental Protection Division (EPD) and the Development Engineering (DE) Division.

Wildlife - Development of the subject properties shall comply with all state and federal regulations regarding wildlife or plants listed as endangered, threatened, or species of special concern. The applicant is responsible for determining the presence of listed species and obtain any required

habitat permits from the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC).

Transportation / Concurrency

At the time of PSP, the applicant shall ensure that the development provides pedestrian and bicycle access (i.e. via sidewalks) to the public right-of-way/sidewalk to ensure access and connectivity (per CP Policies T3.2.2, FLU4.1.8, FLU4.3.1, and FLU4.3.5).

Based on the Concurrency Management System database dated May 5, 2016, capacity is available to be encumbered. This information is dated and subject to change.

Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

Water / Wastewater / Reclaimed Water

Existing service or provider

Water:	Reedy Creek Improvement District; to be transferred to Orange County Utilities via pending agreement
Wastewater:	Reedy Creek Improvement District; to be transferred to Orange County Utilities via pending agreement
Reclaimed:	Reedy Creek Improvement District; to be transferred to Orange County Utilities via pending agreement

Schools

A Capacity Enhancement Agreement (CEA) is required for this project, with an opportunity to amend or terminate at a later date based on the results of an Alternative School Impact Fee Study. CEA #OC-037 is was approved by the Orange County School Board on January 9, 2018.

Specific Project Expenditure Report and Relationship Disclosure Forms

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

3. Policy References

OBJ FLU2.2 – Orange County shall develop, adopt, and implement mixed-use strategies and incentives as part of its comprehensive plan and land development code efforts, including standards for determining consistency with the Future Land Use Map. Other objectives of mixed-use development include reducing trip lengths, providing for diverse housing types, using infrastructure efficiently and promoting a sense of community.

OBJ FLU8.2 – COMPATIBILITY. Compatibility will continue to be the fundamental consideration in all land use and zoning decisions. For purposes of this objective, the following polices shall guide regulatory decisions that involve differing land uses.

OBJ H1.1 – The County will continue to support private sector housing production capacity sufficient to meet the housing needs of existing and future residents.

OBJ C1.4 – Orange County shall protect identified wetland areas and existing native wildlife (flora

and fauna) habitats by implementing the following policies.

FLU1.1.1 – Urban uses shall be concentrated within the Urban Service Area, except as specified for the Horizon West Village and Innovation Way Overlay (Scenario 5), Growth Centers, and to a limited extent, Rural Settlements.

FLU1.1.2.A – The Future Land Use Map shall reflect the most appropriate maximum and minimum densities for residential development. Residential development in Activity Centers and Mixed Use Corridors, the Horizon West Village and Innovation Way Overlay (Scenario 5) and Growth Centers may include specific provisions for maximum and minimum densities. The densities in the International Drive Activity Center shall be those indicated in the adopted Strategic Development Plan.

FLU1.1.4.F – GROWTH CENTER(S) – Growth Centers are a Future Land Use designation implemented through Joint Planning Area agreements with an outside jurisdiction. These agreements provide at a minimum that the County will not incur initial capital costs for utilities. Orange County has two Growth Centers – one in the northwest referred to as the Northwest Growth Center and one in the southeast referred to as Growth Center/Resort/PD.

FLU1.4.1 – Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.

FLU1.4.7 – Commercial activity larger than the Neighborhood Center size shall be limited to the Urban Service Area and Growth Centers.

FLU7.4.1 – Establishment of new or extensions of existing Growth Centers shall only be accomplished through: amendment to the Comprehensive Plan pursuant to Chapter 163, Florida Statutes; and as part of: a Joint Planning Area agreement that is consistent with the Intergovernmental Coordination Element as applicable or through a Service agreement between Orange County and a duly established Authority enabled to provide or secure an adequate level of urban public facilities and services to serve the use(s) for which the Authority is responsible, or to enter into agreements with other service providers for the provision of all necessary public facilities and services. If appropriate, the Joint Planning Area agreements shall define the Growth Center boundary and establish Future Land Use Map designations, infrastructure and utility provision, and development regulations.

FLU7.4.4 – Urban intensities shall be permitted in designated Growth Centers when urban services are available from other sources as approved by Orange County, consistent with the appropriate policies of the Comprehensive Plan. If services and facilities sufficient to maintain adopted level of service standards are not available concurrent with the impacts of development, the development will be phased such that the services and facilities will be available when the impacts of development occur or the development orders and permits will be denied.

FLU7.4.6 – Within a Growth Center, all new development must apply for Planned Development zoning, in order to specifically identify densities, intensities and mixture of land use. Additionally, all new development and substantial redevelopment in portions of Growth Centers located within the Wekiva Study Area shall adhere to the development standards adopted to implement the Wekiva Parkway and Protection Act, Ch. 369, Part III, FS.

Such standards shall include, but are not limited to: additional stormwater treatment and retention (maintenance of water quality and recharge); enhanced wastewater treatment; limitations of certain allowed uses within the most vulnerable portions of the Study Area; subdivision standards; open space requirements; “smart growth” roadway design standards; parking lot design standards,

upland habitat protection, and such other measures as required to protect ground and surface water in the Wekiva Study Area.

FLU8.2.1 – Land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

C1.4.1 – Orange County shall continue to adopt regulations that protect and conserve wetlands. Such regulations shall include criteria for identifying the significance of wetlands.

Class I conservation areas shall mean those wetland areas that meet at least one of the following criteria:

- A. Any wetland of any size that has a hydrological connection to natural surface water bodies or Floridan aquifer; or
- B. Any wetland of any size that is within a lake littoral zone; or
- C. Any large isolated uninterrupted wetlands forty (40) acres or larger; or
- D. Any wetland of any size that provides critical habitat for federal and/or state listed threatened or endangered species.

Class II conservation areas shall mean those wetland areas that meet any of the following criteria:

- A. Consist of isolated wetlands or formerly isolated wetlands that by way of man's activities have been directly connected to other surface water drainage; and are greater than or equal to five (5) acres; or
- B. Are less than 40 acres and do not otherwise qualify as a Class I conservation area.

Class III conservation areas shall mean those wetland areas that meet all of the following criteria:

- A. Isolated wetlands less than five (5) acres; and do not otherwise qualify as a Class I or Class II conservation area. Stormwater ponds are not considered conservation areas.

The removal, alteration or encroachment within a Class I Conservation Area shall be allowed only in cases where no other feasible or practical alternatives exist that will permit a reasonable use of the land or where there is an overriding public benefit. The protection, preservation and continuing viability of Class I conservation areas shall be the prime objective of the basis for review of all proposed alterations, modifications, or removal of these areas.

Removal, encroachment or alteration for Class II conservation areas should be presumed to be allowed unless removal, encroachment or alteration is contrary to the public interest. Removal, encroachment or alteration may be allowed in Class III conservation areas.

When encroachment, alteration or removal of a conservation area is permitted, habitat compensation or mitigation as a condition of development approval shall be required. The basis for mitigation shall be determined by using UMAM as the sole basis for evaluation. In the case where a mitigation bank has not been awarded credits using UMAM, the mitigation shall be no less than the following:

Class I conservation areas: case by case basis, but not less stringent than the mitigation requirements for Class II conservation areas.

Class II conservation areas:

- A. Freshwater marshes and wet prairies – 1.5:1.
- B. Cypress wetlands – 2.0:1.
- C. Hydric hammocks, bayheads, and mixed hardwood swamps – 2.5:1.

Class III conservation areas: 1:1.

For off-site, unlike, or other mitigation proposals, ratios shall be determined on a case-by-case basis. The regulation shall stipulate that the following types of mitigation shall be given priority:

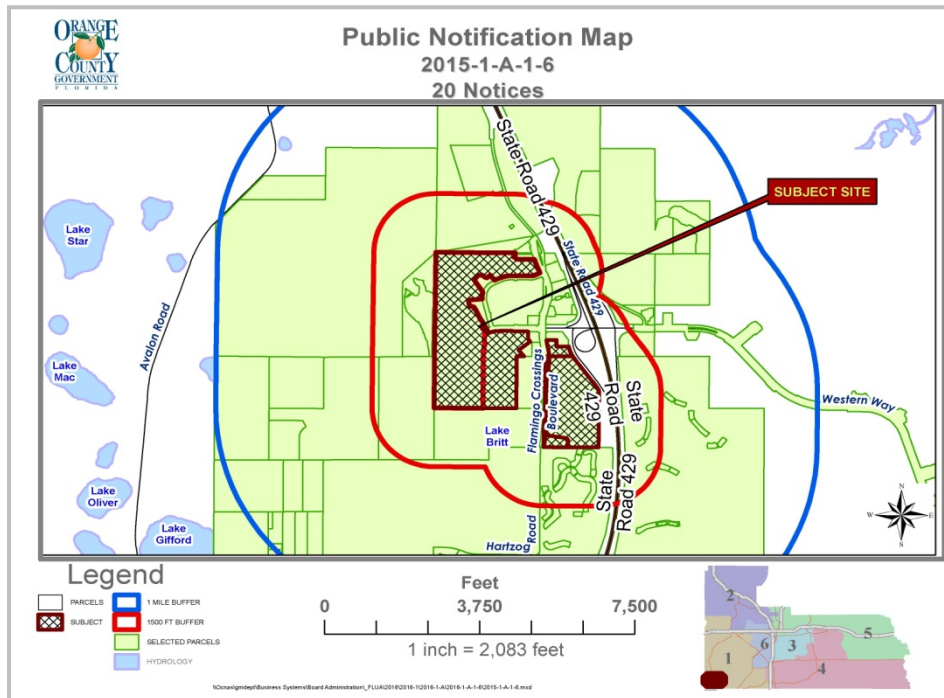
- A. Restoration of non-functional wetlands;
- B. Off-site preservation of wetland and upland systems;
- C. Creation of type-for-type mitigation areas adjacent to preserved Class I Conservation Areas or that connect Class I, II and/or III conservation areas; and,
- D. Creation of type-for-type mitigation areas.

Site Visit Photos

Subject Site – West Parcel	Subject Site – West Parcel
	
Subject Site – East Parcel	Subject Site – East Parcel
	
North of Subject Site	North of Subject Site
	

South of Subject Site	South of Subject Site
	
East of Subject Site	West of Subject Site
	

PUBLIC NOTIFICATION



Notification Area:
1,500 feet plus
neighborhood and
homeowners'
associations within a
one-mile radius of the
subject site

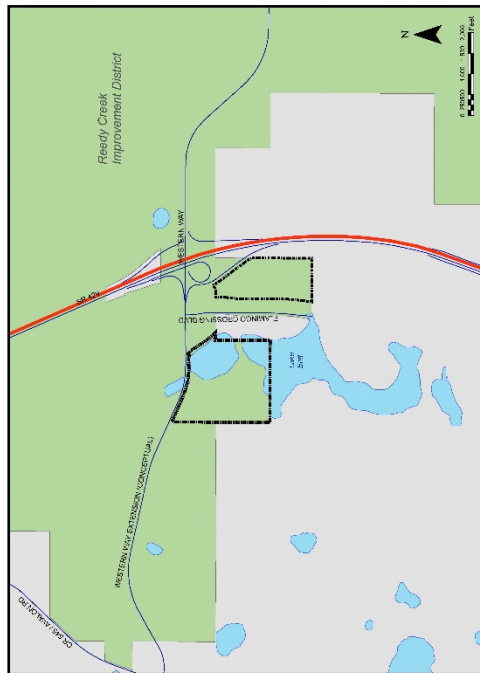
20 notices sent

FLAMINGO CROSSINGS PD

LUP-16-04-147

FLAMINGO CROSSINGS BLVD & WESTERN WAY
ORANGE COUNTY, FL

21-24-27-0000-00-005 (portion); 28-24-27-0000-00-001;
21-24-27-0000-00-003 (portion); 28-24-27-0000-00-021



PROPERTY OWNER(S)
Flamingo Crossings, LLC
C/O: Todd Rimmer, WDI
PO Box 10321
Lake Buena Vista, FL 32830
Phone: 407-560-5032

Reedy Creek Improvement District
John Classe, District Administrator
PO Box 10170
Lake Buena Vista, FL 32830
Phone: 407-934-7480

PLANNING CONSULTANT

Poulos & Bennett, LLC
Kathy Hattaway, AICP
2602 E. Livingston Street
Orlando, FL 32803
Phone: 407-487-2594

PLANNING CONSULTANT

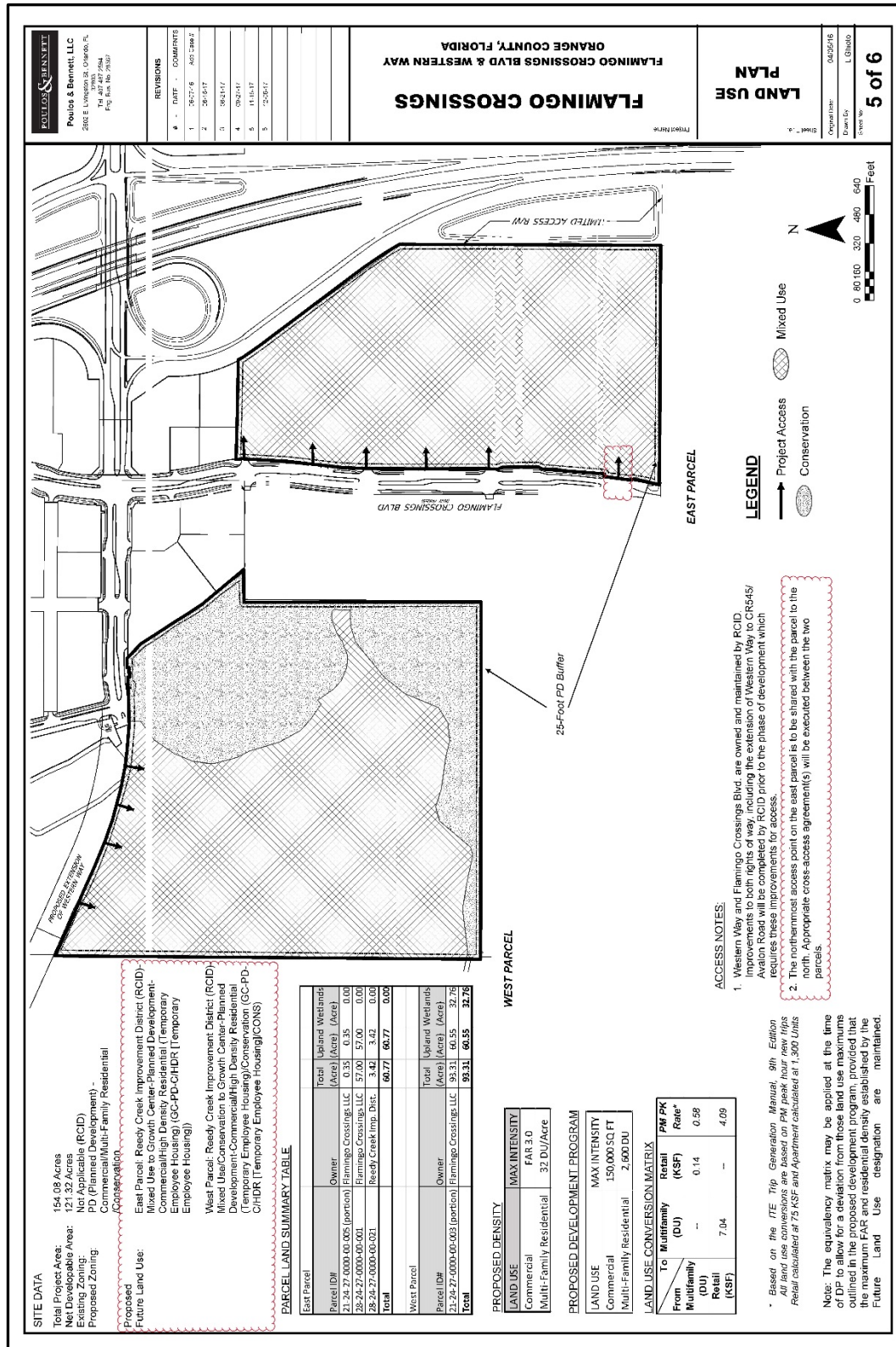
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Orlando, FL 32803
Phone: 407-487-2594

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By DRC OFFICE at 4:15 PM, Dec 06, 2017

<u>SHEET #</u>	<u>SHEET TITLE</u>
1	Cover Page
2	Survey - East Property
3	Survey - West Property
4	Zoning, FLU, Soils & Floor Plan Designations
5	Land Use Plan
6	Site Data & Notes

Flamingo Crossings PD Land Use Plan



Proposed Interlocal Agreement Regarding Flamingo Crossings Property

**INTERLOCAL AGREEMENT REGARDING
FLAMINGO CROSSINGS PROPERTY**

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into among **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the "County"), and the **REEDY CREEK IMPROVEMENT DISTRICT**, an independent special district created by Chapter 67-764, Laws of Florida, Special Acts of 1967 ("RCID").

**ARTICLE 1
RECITALS**

WHEREAS, the parties wish to provide for better intergovernmental relations and coordinate planning efforts, as authorized pursuant to Section 163.01, Florida Statutes;

WHEREAS, Part II of Chapter 163, Florida Statutes, addresses the need for an efficient and orderly system of planning and growth management by and among governmental entities and subdivisions thereof to ensure continued growth while preserving and enhancing the public welfare;

WHEREAS, Section 163.01(4) and (5), Florida Statutes, provides that a public agency of the state, as defined by Section 163.01(3), may exercise jointly by contract with any other public agency of the state any power, privilege or authority which such agencies share in common and which each might exercise separately;

WHEREAS, the County and RCID are public agencies within the meaning of Section 163.01(3), Florida Statutes;

WHEREAS, pursuant to Section 163.3167(6), Florida Statutes, RCID exercises the authority under Chapter 163 consistent with Chapter 67-764, Laws of Florida, Special Acts of 1967 ("the RCID Enabling Legislation");

WHEREAS, Section 163.3171(1), Florida Statutes, addresses the concept of joint agreements for joint action in the preparation and adoption of the comprehensive plans, procedures for the administration of land development regulations or the land development codes applicable thereto, and the manner of representation of any joint body that may be created under the joint agreement;

WHEREAS, Section 163.3177(4)(a), Florida Statutes, requires coordination of local comprehensive plans with comprehensive plans of adjacent counties and the state comprehensive plan, together with a specific policy statement indicating the relationship of the proposed developments to the comprehensive plans of adjacent counties;

WHEREAS, RCID owns the land described on **Exhibit "A"** (the "RCID Property"), and a third party, Flamingo Crossings, LLC, a Florida limited liability company ("FC") owns the land described on **Exhibit "A-1"** (the "FC Property");

WHEREAS, the RCID Property and the FC Property are collectively referred to herein as the "Property";

WHEREAS, FC has informed the County and RCID of its desire to develop, or convey to others to develop, the FC Property;

WHEREAS, RCID and the County contemplate that the jurisdictional limits of RCID will be contracted so that the Property will no longer be located within RCID but instead will be located within unincorporated Orange County (the "Contraction");

WHEREAS, in contemplation of the Contraction and the development activity that will occur on the Property, RCID and the County wish to ensure that the Property will be developed in a manner consistent with the adopted Comprehensive Plan Amendment and the PD Land Use Plan (as defined at Article 3.A below) as hereinafter set forth;

WHEREAS, pursuant to the RCID Enabling Legislation and the provisions of Chapter 163, Florida Statutes, RCID and the County have the right to enter into an interlocal agreement, for the purposes of working together to prepare a Comprehensive Plan Amendment, applicable to the Property, and to become effective with the Contraction as hereinafter provided;

WHEREAS, Section 163.01(13), Florida Statutes, provides that the powers and authority granted by such section are in addition and supplemental to those granted by other general, local or special laws and nothing contained in such section is deemed to interfere with the application of any such other laws; and

WHEREAS, each party hereto has the authority to execute and perform under this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as set forth below.

ARTICLE 2

INCORPORATION OF RECITALS

The above recitals are true and correct and are incorporated herein and made a part of this Agreement.

ARTICLE 3

PURPOSE AND AUTHORITY OF AGREEMENT

A. The purpose of this Agreement is to set forth the conditions and procedures under which: the County will process (i) an amendment to the Orange County Comprehensive Plan ("Plan") and the accompanying Future Land Use Map set forth as Map 1 of the Future Land Use Map Series in the Plan (the "Future Land Use Map"), and (ii) a rezoning of the Property to the PD (Planned Development District) zoning classification, including approval of a Planned Development Land Use Plan for the Property under Chapter 38, Article VIII of the Orange County Code (a "PD Land Use Plan") that, upon the Contraction, shall become applicable to the Property.

B. This Agreement is executed pursuant to the provisions of Chapter 125 and Chapter 163, Florida Statutes, and the RCID Enabling Legislation.

ARTICLE 4

COMPREHENSIVE PLAN AMENDMENTS

A. RCID and the County are respectively required by the provisions of Chapter 163, Florida Statutes, to prepare comprehensive plans for lands located within their respective jurisdictions.

B. In anticipation of the Contraction, RCID and FC have submitted a request for an amendment to the Plan, designated by the County as Future Land Use Map Amendment 2017-2-A-1-2, and, pursuant to Section 163.3184, Florida Statutes, the County shall consider the adoption of the requested amendment to the Plan (the "Plan Amendment") incorporating the Property within the Plan. If it is adopted, the Plan Amendment shall become effective upon the Contraction. The County's comprehensive plan ordinance adopting the Plan Amendment shall be considered and adopted prior to the Contraction, but shall become effective only upon the Contraction occurring as provided in Article 6 below. RCID shall cooperate with the County's staff in the Plan Amendment process by providing information and data respecting the land uses and development activity contemplated for the Property, and RCID understands and accepts that the County will expect FC to do the same. Nothing in this paragraph shall be construed to imply that the County is obligated to adopt the Plan Amendment in conjunction with this Agreement.

C. If adopted, the Plan Amendment shall only apply to the Property, unless and except to the extent that other modifications to the Plan are required in order to make the Plan Amendment and the remainder of the Plan internally consistent.

ARTICLE 5

PLAN AMENDMENT PROCESS

The County shall process the Plan Amendment pursuant to Chapter 163, Florida Statutes.

ARTICLE 6

CONTRACTION OF PROPERTY

EFFECTIVE DATE

A. Subject to the provisions of this Article, RCID shall contract the geographical limits of RCID so as to remove the Property from RCID's jurisdiction (the "Contraction") upon the occurrence of the following: (1) the Plan Amendment shall be final and found to be in compliance by the Florida Department of Economic Opportunity ("DEO") and (2) the PD Land Use Plan shall be final. For purposes of this Agreement, "final" shall mean that each of the conditions precedent to the Contraction shall have occurred and all appeals and challenges thereto, if any, shall have been resolved to the mutual satisfaction of RCID and the County. Only when all of the conditions precedent are "final" as described herein, shall the Contraction become effective.

B. Prior to the Contraction, the RCID Land Development Code (including land development regulations and building code) and the RCID Comprehensive Plan currently applicable to the Property shall be and remain in full force and effect, and RCID shall continue to exercise its authority and jurisdiction pursuant to the provisions of Section 163.3167(6), Florida Statutes.

ARTICLE 7

**MODIFICATIONS TO PLAN AMENDMENT
AND PD LAND USE PLAN AFTER CONTRACTION**

From and after the effective date of the Contraction, any future modifications to the Plan Amendment or the PD Land Use Plan shall not be subject to the approval of RCID, but shall be subject to the jurisdiction of the County and applicable law.

ARTICLE 8

PD LAND USE PLAN

In anticipation of the Contraction and approval of the Plan Amendment, the County understands and expects that RCID and FC or their agent(s) shall apply for the PD (Planned Development District) zoning classification for the Property, consistent with the Plan Amendment. The County shall process the requested PD rezoning application in accordance with its established procedures but shall allow the

submission of the same for review and processing concurrently with the review and processing of the Plan Amendment. The County's approval (if it is granted) of the application shall take effect as provided in Article 6 above.

ARTICLE 9

TERMINATION

This Agreement shall be terminated upon any one or more of the following events:

- (1) The Orange County Board of County Commissioners ("the BCC") votes not to transmit the Plan Amendment, pursuant to Subsection 163.3184(3), Florida Statutes, for review by DEO; or
- (2) The BCC votes not to adopt the Plan Amendment, pursuant to Subsection 163.3184(7), Florida Statutes, after its review by DEO; or
- (3) DEO issues a notice, pursuant to Subsection 163.3184(10), Florida Statutes, that it intends to find that the Plan Amendment is not in compliance with state law, and the determination is not overturned by the Administration Commission (as defined in Subsection 163.3164(1), Florida Statutes), or a mediated settlement acceptable to both the County and the owners of the Property is not reached pursuant to Subsection 163.3184(10)(c), Florida Statutes, or the determination of "noncompliance" is not otherwise overturned by a court of competent jurisdiction; or
- (4) The BCC fails to approve the PD zoning classification for the Property on terms and conditions acceptable to the owners of the Property; or
- (5) The owners withdraw the application for the Plan Amendment; or
- (6) The owners withdraw the application for the PD rezoning; or
- (7) The term of this Agreement expires as set forth in Article 10, below.

ARTICLE 10

TERM

This Agreement shall become effective upon the latest date of execution of the parties hereto and shall be enforced for a term of one year after the effective date hereof (the "Term"), unless sooner terminated pursuant to the provisions hereof. However, the notice requirements of Article 12 shall survive early termination and in the event of termination prior to expiration of the Term, shall continue to be enforced until January 1, 2037.

ARTICLE 11

DEFAULT

A. In the event of a default by any party hereto, the non-defaulting party shall have such rights and remedies provided by law and equity, including injunctive relief, but excluding damages, attorney's fees, and costs (including relating to any appeals), and excluding the right of termination if a default occurs subsequent to the Contraction.

B. The waiver of any breach or default under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default.

C. Notwithstanding the provisions of Articles 11.A and B above, before exercising any remedy at law or equity, a non-defaulting party shall provide written notice to the other party of an asserted default and the asserted defaulting party shall cure the asserted default within the lesser of: (1) one day less than the number of days remaining until the Contraction is scheduled to occur, if the Contraction has not occurred prior to the default, or (2) thirty days. If the default is not reasonably capable of being cured within such period, the defaulting party shall within the aforesaid period commence reasonable curative action and diligently prosecute such curative action to completion. So long as reasonable curative action is being diligently prosecuted to completion, the non-defaulting party shall abate the exercise of its default remedies under law or equity.

ARTICLE 12

SEVERABILITY

A. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

B. If this Agreement is challenged in any judicial or administrative proceeding (each party hereby covenanting not to initiate or pursue such challenge), the parties collectively and individually agree to defend its validity through final determination.

ARTICLE 13

GENERAL PROVISIONS

A. This Agreement may not be modified or waived orally and shall only be amended pursuant to an instrument in writing and jointly executed by all of the parties hereto. This Agreement shall be enforceable by, binding upon and inure to the benefit of the parties and their respective

successors and assigns. Either party to this Agreement shall have the right, but not the obligation, to waive (in writing) rights or conditions herein reserved for the benefit of such party.

B. This Agreement shall be governed by the laws of the State of Florida, without giving effect to any choice of law principles that may direct the application of laws of another state or jurisdiction, and venue for any enforcement to enforce the provisions of this Agreement shall be in the Circuit Court in and for Orange County, Florida.

C. FC, as the current owner of the FC Property, shall be deemed a third party beneficiary of the Agreement with all rights and obligations attributed thereto. Future owners of the RCID Property and the FC Property shall not be deemed third party beneficiaries.

D. The headings of the Articles of this Agreement are inserted for convenience or reference and in no way define, limit or describe the scope or intent of, or otherwise affect this Agreement.

E. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement. Both parties have participated in the preparation of this Agreement, and the provisions hereof shall not be construed for or against any party by reason of authorship.

F. This Agreement may be executed in multiple originals.

G. The provisions of this Agreement shall be liberally construed to effectuate the purposes hereof, and the powers conferred by this Agreement shall be in addition and supplementary to the powers conferred by any general, local or special law, or by any charter of any public agency.

H. A notice shall be deemed to be delivered upon the delivery (or refusal to accept delivery) by messenger, or one business day after deposit of the notice with an overnight express delivery service, or three business days after deposit of the notice in the United States registered or certified mail, postage prepaid, return receipt requested, or one business day after delivery of the notice by facsimile transmission as evidenced by an electronically confirmed transmission report (and followed up with a notice delivery by other means set forth herein):

County:	Orange County, Florida
	Post Office Box 1393
	Orlando, Florida
	Attention: County Administrator
	Fax: 407-836-7360

RCID:

Reedy Creek Improvement District
Post Office Box 10170
Lake Buena Vista, FL 32830
Attention: District Administrator
Fax: 407-934-6200

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

(Signature)

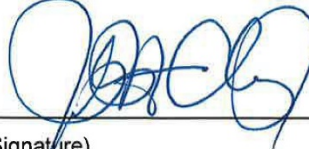
TERESA JACOBS, Orange County Mayor

Date: _____

Attest: Phil Diamond, CPA, Orange County
Comptroller, as Clerk to the Board of
County Commissioners

By: _____
Deputy Clerk

REEDY CREEK IMPROVEMENT DISTRICT



(Signature)

JOHN CLASSE, District Administrator

Date: 12/14/17

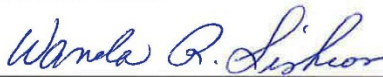
STATE OF FLORIDA)

) ss.

COUNTY OF ORANGE)

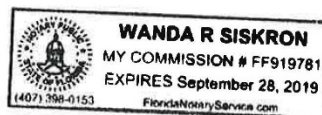
The foregoing instrument was acknowledged before me this 14th day of December, 2017, by **John Classe**, who is personally known to me, as **District Administrator** of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation in the State of Florida, on behalf thereof.

NOTARY PUBLIC:



Signature of Notary Public, State of Florida

(AFFIX SEAL)



CONSENT OF FLAMINGO CROSSINGS, LLC:

Flamingo Crossings, LLC, a Florida limited liability company, hereby accepts and consents to the terms of this Agreement.

FLAMINGO CROSSINGS, LLC,
a Florida limited liability company

By: [Signature]

Print Name: Page P. Pierce

Title: Vice President

Date: 12/19/2017

STATE OF FLORIDA

)

) ss.

COUNTY OF ORANGE

)

The foregoing instrument was acknowledged before me this 19th day of December, 2017, by Page P. Pierce, who is personally known to me, as Vice President of FLAMINGO CROSSINGS, LLC, a Florida limited liability company, on behalf thereof.

NOTARY PUBLIC:

[Signature]

Signature of Notary Public, State of Florida

(AFFIX SEAL)

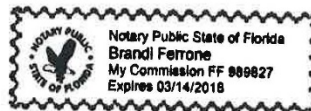
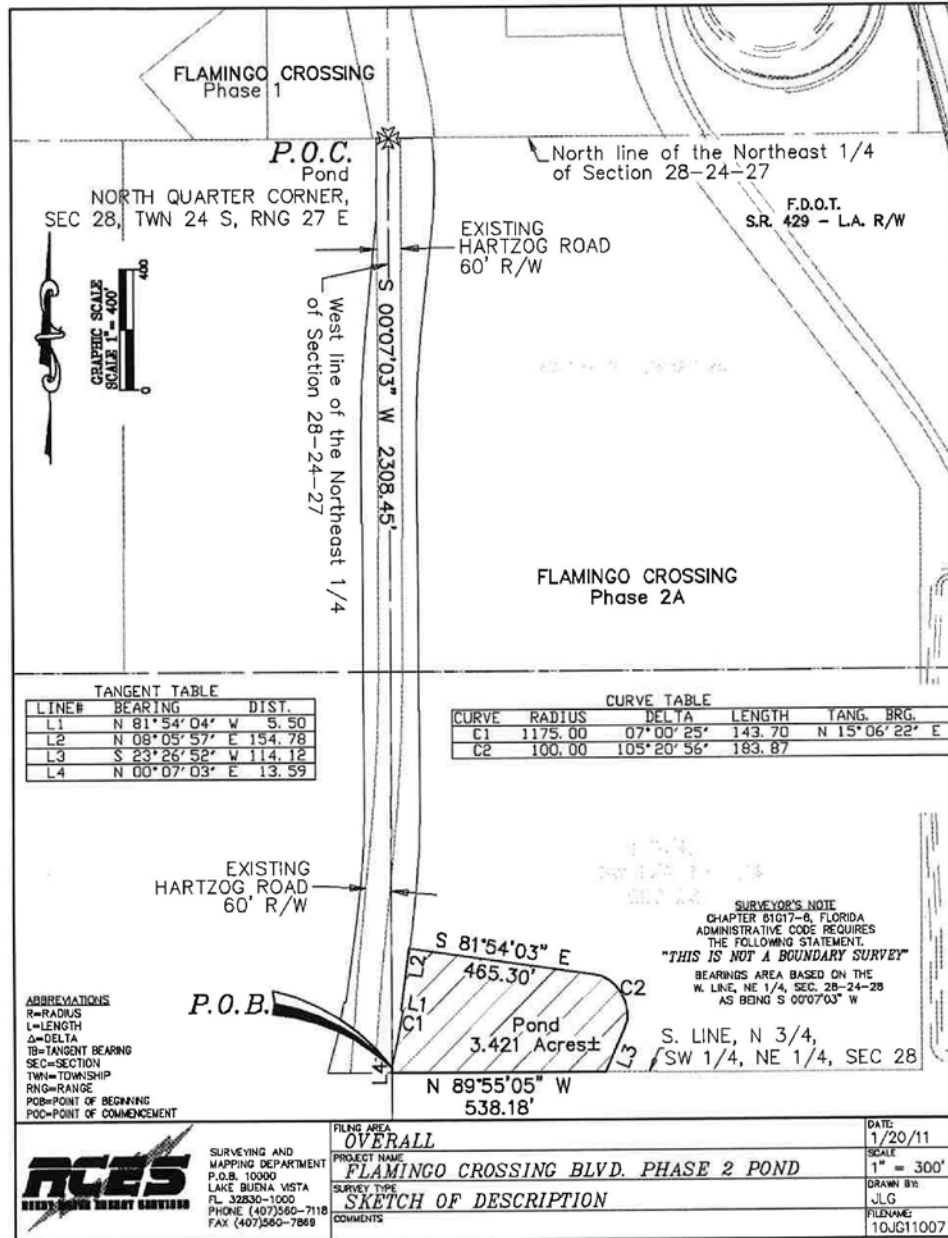


EXHIBIT "A"
RCID PROPERTY

(ATTACHED)



DESCRIPTION

Pond

A parcel of land lying in Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the North Quarter corner of said Section 28, run along the West line of the Northeast 1/4 of said Section 28, S 00°07'03" W, 2308.45 feet, to the Point of Beginning; and a point on a non-tangent curve concave Westerly having a radius of 1175.00 feet, and a central angle of 07°00'25"; thence from a tangent bearing of N 15°06'22" E run Northerly along the arc of said curve, 143.70 feet; thence N 81°54'04" W, 5.50 feet; thence N 08°05'57" E, 154.78 feet; thence S 81°54'03" E, 465.30 feet to a point of curvature of a curve concave Southwesterly having a radius of 100.00 feet, and a central angle of 105°20'56"; thence run Southeasterly along the arc of said curve, 183.87 feet; thence S 23°26'52" W, 114.12 feet to a point on the South line of the North 3/4 of the Southwest ¼ of the Northeast 1/4 of said Section; thence run along said line N 89°55'05" W, 538.18 feet to the Southwest corner thereof; thence run along the West line of the Northeast 1/4 of said Section N 00°07'03" E, 13.59 feet to the Point of Beginning, containing 3.421 Acres, more or less.

EXHIBIT "A-1"
FC PROPERTY

(SKETCH AND LEGAL DESCRIPTION ATTACHED)

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SKETCH OF DESCRIPTION

FLAMINGO CROSSINGS PHASE 1 EAST PARCEL

LEGAL DESCRIPTION

A portion of Parcel 5 as described in the Special Warranty Deed recorded in Official Records Book (OR) 10274, Page (PG) 4901 of the public records of Orange County Florida, being in Sections 21 and 28 of Township 24 South, Range 27 East in Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter Corner of said Section 21; thence N 89°48' 06" E along the South line of the Southeast quarter of Section 21 for a distance of 125.95 feet to a point along the East line of the Right-of-Way for Flamingo Crossings Boulevard as described in OR 10815, PG 4619 of the aforesaid public records of Orange County, Florida, said point also being on a non-tangent curve to the left being concave to the West and having a radius of 1010.00 feet and a chord bearing of N 04°41'48"W, said point also being the Point of Beginning; thence Northerly along said East line and along the arc of said curve through a central angle of 02°00' 23" for a distance of 35.37 feet; thence departing said East line run S 88°48' 31" E for a distance of 555.61 feet to a point along the West line of the right-of-way for State Road 429 as described in OR 7070, PG 2553 and OR 7106, PG 2802 of said public records, said point also being on a non-tangent curve to the left being concave to the Northeast and having a radius of 808.57 feet and a chord bearing of S 33°50' 00" E; thence Southerly along said West line for the following four (4) courses: run Southerly along the arc of said curve through a central angle of 09°35' 40" for a distance of 135.40 feet; thence S 37°06' 36" E for a distance of 690.19 feet to the point of curvature of a curve to the right being concave Southeast and having a radius of 2,203.93 feet; thence Southerly along the arc of said curve through a central angle of 07°27' 37" for a distance of 286.97 feet; thence S 00°12' 18" W for a distance of 1,445.86 feet to the South line of the North three quarters of the Southwest Quarter of the aforesaid Northeast Quarter of Section 28; thence departing said West line of the right-of-way for SR 429, run N 89°55' 05" W along said South line for a distance of 789.43 feet to a point on the common boundary with Reedy Creek Improvement District as described in OR 10170, PG 4307 of the aforesaid public records, thence departing said South line run N 23°26'52"E along the East line of said boundary for a distance of 114.12 feet to the point of curvature to the left being concave Southwesterly and having a radius of 100.00 feet and a chord bearing of N 29°13'36" W; thence Northwesterly along the arc of said curve through a central angle of 105°20'55" for a distance of 183.87 feet to the point of tangency; thence N 81°54'03"W for a distance of 455.31 feet to a point on the East line of the Right-of-Way for Flamingo Crossings Boulevard as described in aforesaid OR 10815, PG 4619; thence Northerly

Description Continued on Page 2

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel # 407/647-7275 Certificate No. LB 24

Date: 03/05/16
Scale: N/A
Job No.: N/A
F.B.: N/A
Drawn By: DN
Ckd. By: JVC
Sheet 1 of 4

SKETCH OF DESCRIPTION

FLAMINGO CROSSINGS PHASE 1 EAST PARCEL

Description Continued from Page 1

along said East line for the following ten (10) courses: run N 08°05' 57" E for 46.88 feet to the point of curvature of a curve to the left being concave West and having a radius of 2,162.49 feet and a chord bearing of N 04°09' 23" E; thence Northerly along the arc of said curve through a central angle of 07°53' 08" for a distance of 297.62 feet; thence N 14° 29' 10" E for a distance of 29.81 feet; thence N 00°12' 16" W for a distance of 198.27 feet; thence N 23°02' 00" W for a distance of 19.33 feet; thence N 00°12' 16" W for a distance of 702.26 feet to the point curvature of a curve to the right being concave East and having a radius of 2,004.50 feet; thence Northerly along the arc of said curve through a central angle of 06°19' 57" for a distance of 221.54 feet to the point of tangency; thence N 06° 07' 41" E for a distance of 311.81 feet to the point of curvature of a curve to the left and being concave to the West and having a radius of 899.35 feet; thence Northerly along the arc of said curve through a central angle of 05°39' 43" for a distance of 88.87 feet; thence N 00°27' 57" E for a distance of 105.56 feet to the Point of Beginning.
Containing 57.35 acres more or less.

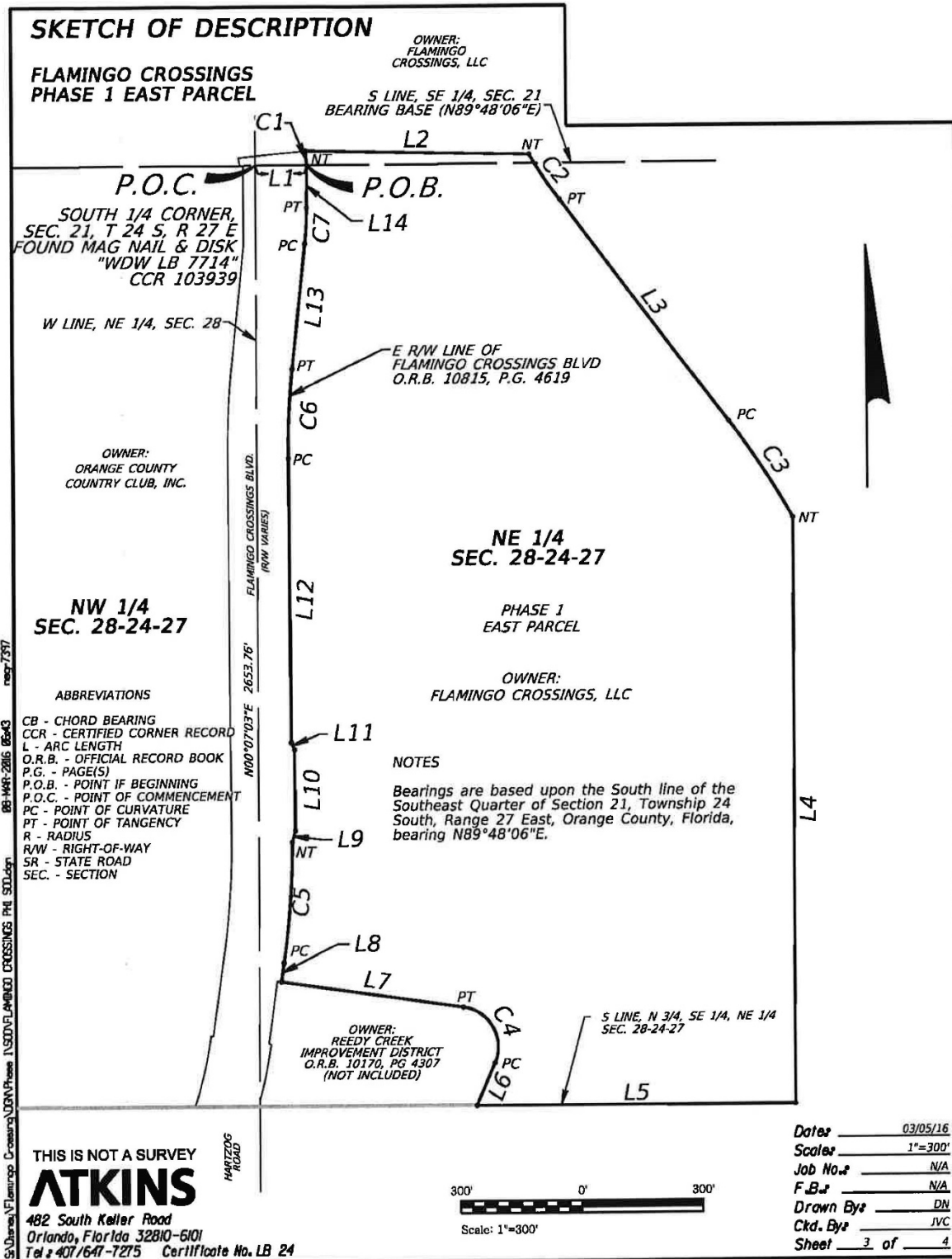
S:\Users\JLentrop\Crossing\LOGN\Phase 1\SD\FLAMINGO CROSSINGS PH 1 SD.dgn 08-MAR-2016 08:43 nwg7397

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ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Date: 03/05/16
Scale: N/A
Job No.: N/A
F.B.#: N/A
Drawn By: DN
Ckd. By: JVC
Sheet 2 of 4



SKETCH OF DESCRIPTION

FLAMINGO CROSSINGS PHASE 1 EAST PARCEL

Line #	Distance	Direction
L1	125.95'	N 89° 48' 06" E
L2	555.61'	S 88° 48' 31" E
L3	690.19'	S 37° 06' 36" E
L4	1445.86'	S 00° 12' 18" W
L5	789.43'	N 89° 55' 05" W
L6	114.12'	N 23° 26' 52" E
L7	455.31'	N 81° 54' 03" W
L8	46.88'	N 08° 05' 57" E
L9	29.81'	N 14° 29' 10" E
L10	198.27'	N 00° 12' 16" W
L11	19.33'	N 23° 02' 00" W
L12	702.26'	N 00° 12' 16" W
L13	311.81'	N 06° 07' 41" E
L14	105.56'	N 00° 27' 57" E

Curve #	Delta	Radius	Length	Chord Bearing
C1	02° 00' 23"	1010.00 L	35.37'	N 04° 41' 48" W
C2	09° 35' 40"	808.57 L	135.40'	S 33° 50' 00" E
C3	07° 27' 37"	2203.93 R	286.97'	S 33° 22' 47" E
C4	105° 20' 55"	100.00 L	183.87'	N 29° 13' 36" W
C5	07° 53' 08"	2162.49 L	297.62'	N 04° 09' 23" E
C6	06° 19' 57"	2004.50 R	221.54'	N 02° 57' 42" E
C7	05° 39' 43"	899.35 L	88.87'	N 03° 17' 50" E

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482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/641-7275 Certificate No. LB 24

Date: 03/05/16
Scale: N/A
Job No.: N/A
F.B.: N/A
Drawn By: DN
Ckd. By: JVC
Sheet: 4 of 4

SKETCH OF DESCRIPTION

FLAMINGO CROSSINGS PHASE 2 WEST PARCEL

Legal Description West Parcel

A portion of Parcel 1 as described in the Special Warranty Deed recorded in Official Records Book (OR) 10274, Page (PG) 4901 of the public records of Orange County Florida, together with a portion of the Right-of Way for Western Way as recorded in OR 9657, PG 2398 and OR 9836, PG 4845 of said records, all being in Sections 21 and 28 of Township 24 South, Range 27 East in Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter Corner of said Section 21; thence S89°49'54"W along the South line of the Southwest Quarter of said Section 21 for a distance of 39.31 feet to a point along the boundary of aforesaid Parcel 1; thence along said boundary for the following four (4) courses: continue S89°49'54" W for a distance of 261.02 feet; thence N00°00'00"E for a distance of 358.93 feet; thence N68°45'46"W for a distance of 44.23 feet; thence S51°55'04"W for a distance of 351.54 feet to the Point of Beginning; thence run S 40°17'32"E along said boundary of Parcel 1 for a distance of 208.02 feet to a point along the aforesaid South line of the Southwest Quarter of Section 21; thence S89°49'54"W along said South line for a distance of 179.07 feet to a point on the East line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of aforesaid Section 28; thence S00°07'29"W along said East line for a distance of 1,325.20 feet to a point on the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 28; thence S89°58'36"W along said South line for a distance of 1,988.94 feet to a point on the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 28; thence N00°08'52"E along said West line for a distance of 1320.16 feet to the Southwest Corner of aforesaid Section 21; thence N00°35'15"E along the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 21 for a distance of 1052.70 feet to a point on the South line of the proposed right-of way for the extension of Western Way; thence S66°04'38"E along said South line for a distance of 548.77 feet to the point of curvature a curve to the left being concave to the Northeast and having a radius of 2,158.48 feet; thence Easterly along said South line and along the arc of said curve through a central angle of 24°05'38" for a distance of 907.68 feet to the point of tangency; thence N89°49'43"E along said South line for a distance of 173.83 feet to a point along the South line of the existing right-of-way for Western Way as described in OR 9657, PG 2398, OR 9836, PG 4845, OR 10170, PG 4299 and OR 10815, PG 4619 of aforesaid public records; thence Easterly along said South line for the following three (3) courses: run S03°54'53" E for a distance of 6.11 feet; thence N86°05'07"E for a distance of 22.85 feet; thence N04°02'59"W for a distance of 4.62 feet to a point along said South line of the proposed right-of way for Western Way;

Description Continued on Page 2

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date: 03/07/16
Scale: N/A
Job No.: N/A
F.B.: N/A
Drawn By: DN
Ckd. By: JVC
Sheet 1 of 4

SKETCH OF DESCRIPTION

FLAMINGO CROSSINGS PHASE 2 WEST PARCEL

Description Continued from Page 1

thence N89°49'43"E along said South line of the proposed right-of way, for a distance of 28.34 feet; thence N00°10'17"W along said South line of the proposed right-of way for a distance of 11.33 feet to a point along the South line of said existing right-of-way for Western Way, said point also being on a non-tangent curve to the right being concave to the South and having a radius of 934.00 feet and a chord bearing of N89°16'29"E; thence Easterly along said South line and the arc of said curve, through a central angle of 01°05'31" for a distance of 17.80 feet to the point of tangency; thence N89°49'14"E along said South line, for a distance of 28.71 feet; thence departing said South line run S46°26'37"E for a distance of 43.38 feet to a point along the boundary of Parcel 1 of a Conservation Easement described in OR 9630, PG 3791 of the aforesaid public records; thence along said boundary of the Easement for the following four (4) courses: continue S46°26'37"E for a distance of 65.40 feet; thence S34°30'31"E for a distance of 120.76 feet; thence S32°21'38"E for a distance of 271.63 feet; thence S40°17'32"E for a distance of 115.45 feet to the Point of Beginning.

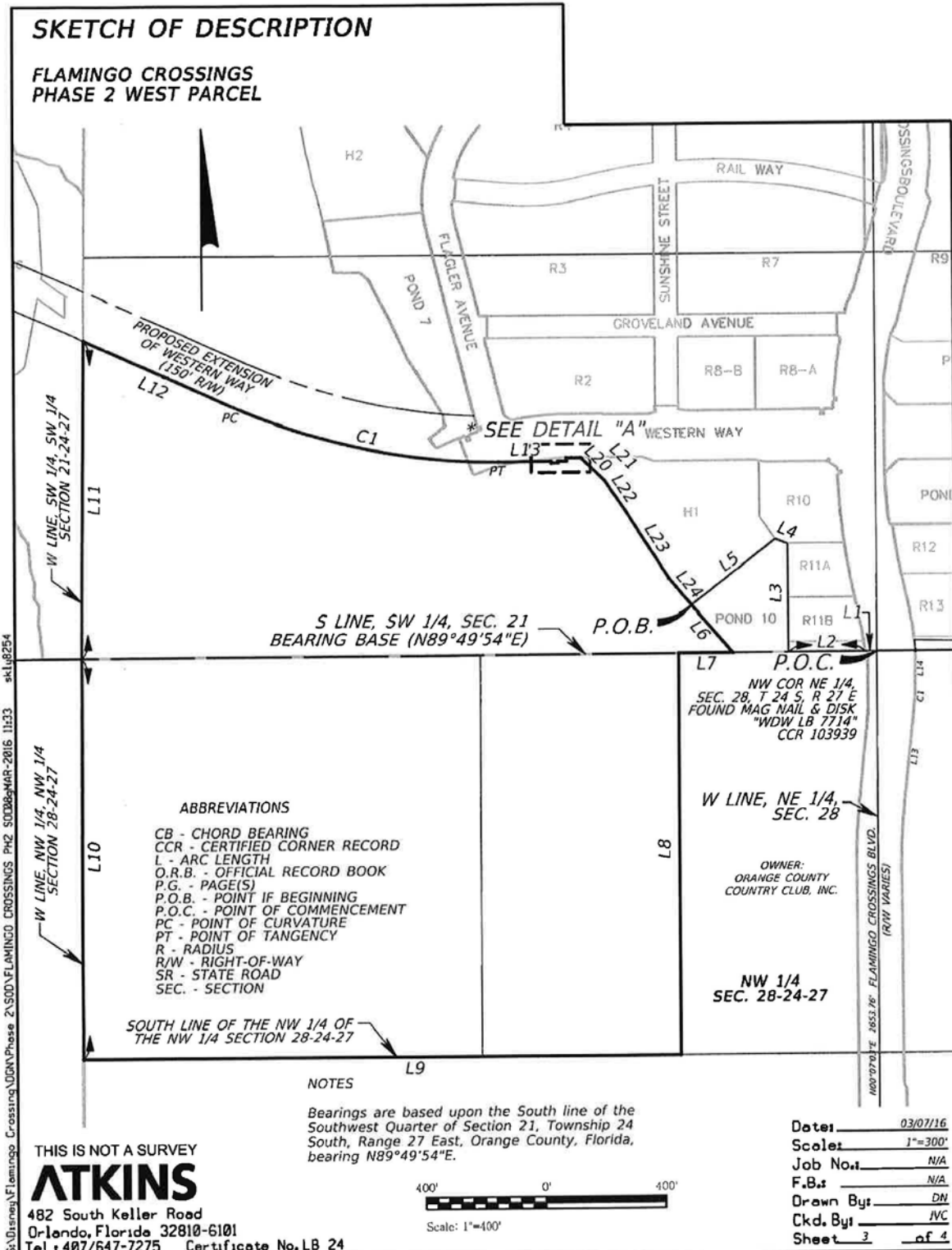
Containing 93.31 acres more or less

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

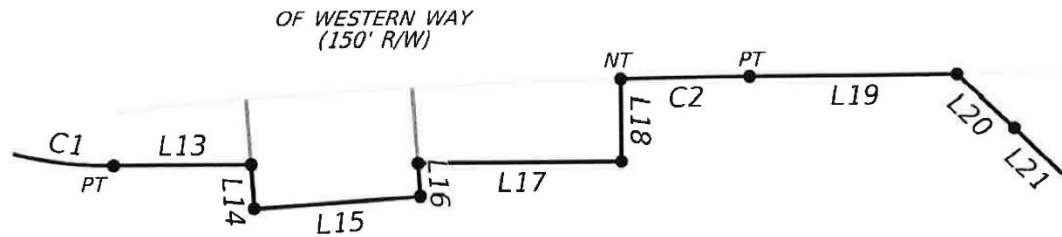
Date: 03/07/16
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Job No.: N/A
F.B.: N/A
Drawn By: DN
Ckd. By: JVC
Sheet 2 of 4



SKETCH OF DESCRIPTION

FLAMINGO CROSSINGS PHASE 2 WEST PARCEL

DETAIL "A"



Line #	Distance	Direction
L1	39.31'	S 89° 49' 54" W
L2	261.02'	S 89° 49' 54" W
L3	358.93'	N 00° 00' 00" E
L4	44.23'	N 68° 45' 46" W
L5	351.54'	S 51° 55' 04" W
L6	208.02'	S 40° 17' 32" E
L7	179.07'	S 89° 49' 54" W
L8	1325.20'	S 00° 07' 29" W
L9	1988.94'	S 89° 58' 36" W
L10	1320.16'	N 00° 08' 52" E
L11	1052.70'	N 00° 35' 15" E
L12	548.77'	S 66° 04' 38" E
L13	173.83'	N 89° 49' 43" E
L14	6.11'	S 03° 54' 53" E
L15	22.85'	N 86° 05' 07" E
L16	4.62'	N 04° 02' 59" W
L17	28.34'	N 89° 49' 43" E
L18	11.33'	N 00° 10' 17" W
L19	28.71'	N 89° 49' 14" E
L20	43.38'	S 46° 26' 37" E
L21	65.40'	S 46° 26' 37" E
L22	120.76'	S 34° 30' 31" E
L23	271.63'	S 32° 21' 38" E
L24	115.45'	S 40° 17' 32" E

Curve #	Delta	Radius	Length	Chord Bearing
C1	24° 05' 38"	2158.48'	907.68'	S 78° 07' 28" E
C2	01° 05' 31"	934.00'	17.80'	N 89° 16' 29" E

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date: 03/07/16
Scale: N/A
Job No.: N/A
F.B.: N/A
Drawn By: DN
Ckd. By: JVC
Sheet 4 of 4